

THE HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

KYLE F. JACKSON and MELANIE JACKSON,  
husband and wife and the marital community  
composed thereof,

Plaintiffs,

v.

CARVANA, LLC, a foreign limited liability  
company; BRIDGECREST CREDIT  
COMPANY, LLC, a foreign limited liability  
company,

Defendants.

**Case No.: 2:23-cv-00169**

**STIPULATED MOTION TO STAY  
ACTION PENDING ARBITRATION**

**NOTED ON MOTION CALENDAR:  
Monday, February 27, 2023**

Pursuant to the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 *et seq.*, and LCR 7(d)(1) and 10(g), Plaintiffs Kyle F. Jackson and Melanie Jackson (“Plaintiffs”) and Defendants Carvana, LLC (“Carvana”) and Bridgecrest Credit Company, LLC (“Bridgecrest”; collectively, “Defendants”) stipulate and respectfully request that, in light of the Parties’ binding agreement to arbitrate this dispute, this Court stay this Action and all deadlines pending resolution of the parties’ forthcoming arbitration.

In support of this Stipulation and Motion, the parties state as follows:

STIPULATED MOTION TO STAY ACTION  
PENDING ARBITRATION - 1

LAW OFFICES OF  
**COZEN O’CONNOR**  
A PROFESSIONAL CORPORATION  
999 THIRD AVENUE  
SUITE 1900  
SEATTLE, WASHINGTON 98104  
(206) 340-1000

1 WHEREAS, Plaintiff Jackson entered into a written agreement with Defendant Carvana,  
2 dated February 7, 2022, for the purchase and financing of a vehicle (ECF No. 1, Exs. 1 & 2);

3 WHEREAS, in connection with that purchase, Plaintiff Jackson and Defendant Carvana  
4 entered into a binding agreement to arbitrate all claims arising from or related to the purchase of  
5 the vehicle upon either party's election (ECF No. 1 at ¶¶ 5.1–5.4, Ex. 3);

6 WHEREAS, these written agreements evidence a transaction involving interstate  
7 commerce and are therefore governed by the FAA (9 U.S.C. § 2; *see also* ECF. No. 1, Exs. 1 &  
8 3);

9 WHEREAS, Plaintiffs commenced this action by filing a Complaint in this Court on  
10 February 3, 2023, in which Plaintiffs assert claims against Defendants arising out of and related  
11 to the above-referenced purchase and vehicle (ECF No. 1);

12 WHEREAS, by their Complaint, Plaintiffs have elected to arbitrate this dispute with  
13 JAMS (ECF No. 1 at ¶ 5.3);

14 WHEREAS, once a lawsuit is “referable to arbitration,” the court “**shall** on application  
15 of one of the parties stay the trial of the action until such arbitration has been had in accordance  
16 with the terms of the agreement” (9 U.S.C. § 3 (emphasis added); *accord Dean Witter Reynolds*  
17 *v. Byrd*, 470 U.S. 213, 218 (1985) (noting that, “[b]y its terms, the [FAA] leaves no place for the  
18 exercise of discretion by a district court”));

19 WHEREAS, the parties agree that, by filing this Stipulation and Motion, Defendants do  
20 not waive and expressly reserve all claims, objections, defenses, and motions, including all  
21 jurisdictional arguments and the right to move to dismiss pursuant to Fed. R. Civ. P 12(b);<sup>1</sup> and  
22

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23 <sup>1</sup> See *Lamkin v. Morinda Props. Weight Parcel, LLC*, 440 F. App'x 604, 607–08 (10th Cir. 2011) (A  
24 “defendant in a pending lawsuit may file a petition or motion to compel arbitration in lieu of an answer to the  
25 complaint” because “requiring a party to file an answer . . . in order to enforce its right **not to litigate** is a non-  
26 sequitur.” (citation omitted) (emphasis in original)); *see also, e.g., Green Tree Fin. Corp.–Ala. v. Randolph*, 531  
U.S. 79, 83 (2000) (noting without challenge defendants’ filing in the district court of a motion to compel arbitration  
“[i]n lieu of an answer”); *Simula, Inc. v. Autoliv, Inc.*, 175 F.3d 716, 726 (9th Cir. 1999) (recognizing that while a  
motion to compel arbitration is pending, “a federal court may consider only issues relating to the making and  
performance of the agreement to arbitrate” (citation omitted)).

WHEREAS, the parties have conferred through counsel and agree to this request.

WHEREFORE, the parties stipulate and respectfully request that this Court issue an Order staying this action pending the resolution of any forthcoming arbitration of the claims in this Action.

DATED this 27th day of February, 2023.

Presented by:

COZEN O'CONNOR

/s/ Patrick G. Lynch

Robert D. Lee, WSBA No. 46682  
Patrick G. Lynch, WSBA No. 53147  
999 Third Avenue, Suite 1900  
Seattle, WA 98104  
Tel.: (206) 340-1000  
Email: rlee@cozen.com  
plynch@cozen.com

*Attorneys for Defendants*

LAW OFFICE OF EUGENE N BOLIN JR.

/s/ Eugene N Bolin, Jr.

Eugene N Bolin, Jr., WSBA No. 11450  
144 Railroad Avenue, Suite 308  
Edmonds, WA 98020  
Tel.: 425-582-8165  
Email: eugenebolin@gmail.com

*Attorney for Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that on the date below, that I caused the foregoing to be electronically filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to the following:

Eugene N Bolin, Jr., WSBA No. 11450  
LAW OFFICE OF EUGENE N BOLIN JR.  
144 Railroad Ave., Ste 308  
Edmonds, WA 98020  
Tel.: 425-582-8165  
Fax: 888-527-2710  
Email: eugenebolin@gmail.com

*Attorney for Plaintiffs*

DATED this 27<sup>th</sup> day of February, 2023.

/s/ Patrick G. Lynch  
Patrick G. Lynch, WSBA No. 53147